

## **ARTICLE 22**

### **SAFETY AND TRAINING**

#### **PART A. SAFETY**

##### **Section 1.**

The Employer shall have the responsibility to maintain all equipment in a safe operating condition when furnished by the Employer for the use of the employee in the performance of his/her assigned duty. The Employer shall have the responsibility for ensuring adequate safety training and education of all employees.

##### **Section 2.**

The employee shall be responsible for ongoing and continuous inspection of the equipment so furnished in the regular course of its use by the employee, and for making timely report of defects found. In the event any employee shall find or allege the equipment furnished by the Employer is unsafe for use in the performance of his/her assigned duties, the employee shall report the alleged equipment defect to his/her commanding officer or first available level of Management supervision immediately, but not later than by the end of the work shift upon which the alleged defect is discovered. Such report shall be reduced to writing at the end of the work shift.

##### **Section 3.**

A safety committee comprised of three employees appointed by the Association and three officers appointed by the Employer shall be established for the purpose of conducting regular periodic meetings as established by the committee in order to discuss and recommend safety procedures and to review all matters and past grievances with reference to safety items. The safety committee shall make recommendations to the Employer on all items of safety. Copies of the Safety Committee's reports and recommendations shall be furnished to the Association. Members of the Safety Committee may be called to testify in any grievance/arbitration proceeding arising out of a safety issue.

##### **Section 4.**

All grievances and disagreements relating to this Article shall be instituted at the level above that to which the alleged safety matter was initially reported.

## **Section 5.**

Employees who participate as members of the safety committee shall be granted administrative leave.

## **PART B. TRAINING**

### **Section 1. Training Purposes.**

The Department shall foster and promote in-service training which when applicable will be equally offered to all employees. The selection of trainees shall be at the discretion of the Employer.

### **Section 2.**

For all in-service training, the Employer agrees to adopt the following practice:

The Employer will post a notice at affected work locations when a training program is to be offered. Such notice shall describe the necessary minimum prerequisites, if any, that an employee must possess in order to be considered for the training program. Within seven calendar days of the date the notice is posted, employees desiring to be considered for the training program shall submit a written memorandum to their supervisor expressing their desire to participate and describing the minimum prerequisite they possess.

The Employer will endeavor to select qualified applicants in a manner that will avoid any individual trooper or sergeant from receiving a disproportionate share of in-service training, although exact equality in the distribution of in-service training is not required.

### **Section 3.**

Notwithstanding the paragraphs above, it is understood that the Employer may direct any employee to attend a training program if:

- a. The employee is placed on affirmative assistance, pursuant to Article 8, Part B, of the Collective Bargaining Agreement.
- b. The training program is a requirement of a specialized job function (i.e., dog handler, emergency services team, diver, etc.);
- c. The training involves recertification of present skills (i.e., breathalyzer certification, etc.);

- d. The training program is intended to be offered to all employees performing the same job function within a work location or work unit; or
- e. No employees volunteer for participation in the training program, in which case assignments will be made in inverse order of seniority.

The Employer may establish necessary minimum prerequisites that employees must currently possess in order to be eligible for attendance at these training programs.

## **PART C. TRAINING AND RELATED TRAVEL**

### **Section 1. Training Days.**

Training days shall be considered administrative leave days for the purposes of time accounting.

### **Section 2. Travel Time for Training.**

Travel time for training shall be scheduled as paid overtime or regular on duty time at the Employer's option. The following formulas shall be utilized to calculate the amount of regular on duty time, paid overtime, or compensatory time allotted to employees for travel to and from any training which is held outside of the employees work unit, location or post area, but within the State of Michigan.

- a. If the combined training and travel, as calculated in Section 3a below, exceeds the employee's normal workday, the employee shall receive overtime or compensatory time pursuant to Article 19 of this Agreement.
- b. No employee can be required to remain on duty in excess of ten hours combined training, travel, and work on the first or last day of training. If combined training, travel, and work exceeds ten hours on the first and/or last day of training, the employee may be allowed sufficient time, as calculated in Section 3, to travel on the day preceding and/or the day following training. Emergency situations (disasters, major crimes, mobilizations) may necessitate that the ten hours per day limit be exceeded.
- c. It is recognized that paragraph b. above may necessitate overnight lodging while en route.

### **Section 3. Calculation and Utilization of Travel Time for Training.**

- a. Hours allotted for travel shall be calculated by dividing the number of

miles between the employee's assigned work location and the training site by 50 and adding 15 minutes (coffee break) to each four hours of travel and one half hour (lunch) to each eight hours of travel. Adjustments shall be made for inclement weather, the performance of police functions while en route, etc.

- b. After eight hours of travel, or combined training, work and travel in one day, an employee may utilize overnight lodging subject to approval of the Employer. Such approval will not be unreasonable withheld.
- c. If an employee is scheduled on pass the day preceding or the day following training, and is otherwise entitled to travel on that day under these provisions, travel shall be paid overtime or compensatory time pursuant to Article 19 of this Agreement.

#### **Section 4. Safety Committee Training.**

Employees who are assigned to the Safety Committee will be provided with safety training without loss of pay and/or at the expense of the Employer, if applicable. Each day of training will be carried as a day of employment with full wages and benefits. Training sessions or meetings shall be scheduled by the Employer on a need basis.